

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK, SS.

BOSTON REDEVELOPMENT AUTHORITY

ORDER OF TAKING

WHEREAS, the Boston Redevelopment Authority, in accordance with G.L. c. 121B and its predecessor statute G.L. c. 121, adopted and filed in the Suffolk County Registry of Deeds, Book 8072, page 267, an Order of Taking, dated September 15, 1966, concerning and describing the SOUTH COVE URBAN RENEWAL AREA, all of the findings, determinations and descriptions set forth therein being incorporated herein by reference and made a part hereof;

WHEREAS, the Boston Redevelopment Authority has deposited with the Mayor of the City of Boston security to his satisfaction for the payment of such damages as may be awarded in accordance with law to the owner or owners of said area, as required by G.L. c. 79, §40; and

WHEREAS, the New England Medical Center hereby releases the Boston Redevelopment Authority, its successors and assigns of and from any and all future claims, suits or actions for damages or hardship which had or might arise as a result of this taking.

NOW, THEREFORE, BE IT ORDERED that the Boston Redevelopment Authority, acting under the provisions of said c. 121B, and all other authority thereunto enabling and pursuant to the applicable provisions of said c. 79, and of any and every

power and authority to it, granted or implied, hereby takes for itself in fee simple by eminent domain, for the purposes hereinbefore set forth or referred to, the area or areas located in the City of Boston as hereinafter described in ANNEX A.

AND FURTHER ORDERED that in accordance with the provisions of the said c. 79, as amended, awards are made by the Boston Redevelopment Authority for damages sustained by the owner or owners and all other persons, including all mortgagees of record, having any and all interest in air rights as described in ANNEX A and entitled to any damages by reason of the taking hereby made. The Boston Redevelopment Authority reserves the right to amend the award at any time prior to the payment thereof by reason of a change in ownership or value of said property before the right to damages therefor has become vested or for other good cause shown. The award hereby made is set forth in ANNEX B, which ANNEX B is not to be recorded in the Registry of Deeds with the Order of Taking.

AND FURTHER ORDERED that the Secretary of the Boston Redevelopment Authority cause this instrument of Taking to be recorded in the office of the Suffolk County Registry of Deeds.

IN WITNESS WHEREOF, we, the following members of the Boston Redevelopment Authority have caused the corporate

seal of the Authority to be hereto affixed and these presents to
be signed in the name and behalf of the Boston Redevelopment
Authority.

DATED: AUG 23 1979

BOSTON REDEVELOPMENT AUTHORITY

By:

Robert L. Timmel
James L. Colbert
James R. Flaherty
James L. Cagley Jr.

ATTEST:

Karen J. Sullivan
Secretary of the Boston Redevelopment Authority

ANNEX A

BOSTON REDEVELOPMENT AUTHORITY

SOUTH COVE URBAN RENEWAL AREA

TAKING AREA DESCRIPTION

The following air rights are to be taken by this Order of Taking:

Certain air rights in Boston, Suffolk County, Massachusetts, above a horizontal plane being elevations 40.50, Boston City Base, shown as the discontinued area of Washington Street on a plan entitled, "City of Boston Public Works Department, Engineering Division Discontinuance Plan Washington Street Boston Proper," dated May 30, 1978, prepared by Chas. T. Main, Inc., Engineers, which plan is recorded in Suffolk Registry of Deeds, Book page . Said parcel being particularly bounded and described as shown on said plan as follows:

Beginning at a point located on the westerly sideline of Washington Street three hundred fifty-five and 81/100 (355.81) feet southwest of the point of curvature where said sideline of Washington Street intersects Stuart Street;

thence turning and running easterly eighty-one and 9/100 (81.09) feet to the easterly sideline of Washington Street to a point three hundred sixty-eight and 6/100 (368.06) feet southwest of the point of curvature where said sideline of Washington Street intersects Kneeland Street;

thence turning and running southwesterly along the easterly sideline of Washington Street, one hundred sixty and 78/100 (160.78) feet to a point five hundred twenty-eight and 84/100 (528.84) feet southwest of the point of curvature where said sideline of Washington Street intersects Kneeland Street;

thence turning and running northwesterly to the westerly sideline of Washington Street, eighty and 65/100 (80.65) feet to a point four hundred ninety-three and 42/100 (493.42) feet southwest of the point of curvature where said sideline of Washington Street intersects Stuart Street;

thence turning and running northeasterly along the westerly sideline of Washington Street, one hundred thirty-seven and 61/100 (137.61) feet to the point or place of beginning.

Said parcel contains 18,874 square feet according to said plan.

On January 12, 1978, the Board of Street Commissioners of the City of Boston granted to the Licensees a structure bridging Washington Street and delivered said grant to the New England Medical Center Hospital and Tufts-New England Medical Center, Inc., on May 25, 1978, a copy of which is attached hereto and incorporated by reference.

The names of the owners, New England Medical Center Hospital and Tufts-New England Medical Center, Inc., although supposed to be correct are such only as a matter of information, opinion and belief and are listed for informational purposes only.

The following Parcel P-4 is to be taken by this Order of Taking and is bounded and described as follows:

Beginning at a point on the easterly sideline of Washington Street a distance of two hundred ninety-four and eighty-two hundredths feet (294.82) northerly from the intersection of the northerly sideline of Oak Street and the easterly sideline of Washington Street and running along the sideline of Washington Street on a curve of seven hundred sixty and no hundredths feet (760.00) radius a distance of eighty-two and twenty-seven hundredths feet (82.27) to a point of tangency;

thence running N20°-50'-17"E a distance of thirty-three and sixty-seven hundredths feet (33.67) along the sideline of Washington Street to a point;

thence turning to the right and running S60°-17'-34"E a distance of thirty-six and sixty-three hundredths feet (36.63) to a point;

thence turning to the right and running S52°-39'-14"E a distance of seventeen and forty-seven hundredths feet (17.47) to a point;

all along the property of the New England Medical Center;

thence turning to the right and running S11°-26'-25"W a distance of twenty-six and seventy-nine hundredths feet (26.79) to a point;

thence turning to the left and running S11°-24'-57"W a distance of forty and fifty-five hundredths feet (40.55) to a point;

thence turning to the right and running S11°-26'-25"W a distance of twenty-eight and fifty hundredths feet (28.50) to a point;

all along the property of the property of the Massachusetts Bay Transportation Authority;

thence turning to the right and running N78°-33'-54" W a distance of sixty-five and two hundredths feet (65.02') along the property of the Boston Redevelopment Authority to the point and place of beginning.

Said parcel located in Boston Proper, Suffolk County, Massachusetts, and containing two thousand five hundred thirty square feet (2,530 sq. ft.) of registered land and three thousand eight hundred five square feet (3,805 sq. ft.) of unregistered land for a total of six thousand three hundred thirty-five square feet (6,335 sq. ft.) more or less all as shown on a plan entitled, "Boston Redevelopment Authority, South Cove Urban Renewal Area, Project No. Mass. R-92, Boston, Suffolk County, Massachusetts, Delivery Parcel Plan, Parcel P4 (1B), Drawing No. 5029-2, dated Sept. 19, 1979," prepared by Chas. T. Main, Inc., which Plan is recorded herewith.

ANNEX B

BOSTON REDEVELOPMENT AUTHORITY

SOUTH COVE URBAN RENEWAL AREA

AWARD OF DAMAGES

Award for parcels hereby taken is as follows:

Air rights over Washington Street, containing approximately 18,874 square feet of land, shown on a Plan entitled, "City of Boston Public Works Department, Engineering Division, Discontinuance Plan, WASHINGTON STREET, Boston Proper," dated May 30, 1978, and Parcel P-4, containing approximately 6,335 square feet of land, shown on a Plan entitled, "Boston Redevelopment Authority, South Cove Urban Renewal Area, Project No. Mass. R-92, Boston Suffolk County, Massachusetts, Delivery Parcel Plan Parcel P4 (1B), Drawing No. 5029-2, dated Sept. 19, 1979," prepared by Chas. T. Main, Inc., for a consideration of One Dollar (\$1.00).

This instrument executed this ²⁰ day of May, 1978, by the City of Boston, acting through its Public Improvement Commission (hereinafter referred to as the "licensor"), with the approval of its Mayor and New England Medical Center Hospital and Tufts-New England Medical Center, Inc. (together hereinafter referred to as the "licensees"), being Massachusetts charitable corporations having their principal places of business at 171 Harrison Avenue.

W I T N E S S E T H T H A T

WHEREAS by vote on January 12, 1978 the licensor (as successor to the Board of Street Commissioners of said City - see St. 1909, c. 486, s. 5) (as amended by St. 1953, c. 473 and Chapter 2 of the Ordinances of 1954 of said City), acting under authority of Chapter 179 of the Acts of 1961 with the approval of the Mayor of said City, did, subject to certain provisos, restrictions and conditions, grant to the aforesaid licensees and their successors and assigns, a permit to build and to maintain permanently, a structure bridging Washington Street in said City within an air space approximately 200 feet wide with its north boundary approximately 400 feet south of the centerline of Stuart/Kneeland Streets, at a point where the licensees own the land with the building thereon on opposite sides of said Street, for the purpose of connecting said buildings to permit the passage of pedestrians (hereinafter referred to as the "Premises"); and

WHEREAS by said vote said licensor, acting as aforesaid, did give, subject to certain provisos, restrictions and conditions the consent of the City of Boston, to the aforesaid construction and maintenance of said structure over such portions of said Washington Street as are owned in fee by the City of Boston, if any;

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NOW, THEREFORE, in fulfillment of said vote, the City of Boston, acting by its licensor with the approval of its Mayor under authority of Chapter 179 of the Acts of 1961 and every other authority hereto enabling, does hereby give to licensees, and their successors and assigns, subject to the provisos, restrictions and conditions specified in said vote, a permit and consent to the aforesaid construction and maintenance of the Premises over those portions of said Washington Street.

AND in discharge of one of the conditions upon which said permit and consent were respectively granted and given by said vote, licensees hereby accept said permit and consent upon the provisos, restrictions and conditions set forth in said vote, and for themselves, their successors and assigns, covenant with the City of Boston as follows:

1. That New England Medical Center Hospital, its successors and assigns, shall forever indemnify and save harmless the City of Boston against all claims and demands of said licensees, their successors and assigns, or any of them, for damages, costs, expenses or compensation for, on account of, or in any way growing out of any taking of the Premises by eminent domain subsequent to May , 1978.

2. That New England Medical Center Hospital, its successors and assigns, shall forever indemnify and save harmless the City of Boston, its officers, agents, servants and employees against all claims and demands of all persons for damages, costs, expenses or compensation for, on account of, or in any way growing out of, any injury or damage to person or property caused wholly or in part by the erection, maintenance, use or removal of the Premises, or by reason of any act of neglect of said licensees, their officers, agents and employees or by reason of any violation of any term or specification contained in this agreement or in any license or permit necessary in the construction, use, occupancy or removal of the Premises.

3. If at any time after giving licensees, their successors or assigns due notice and a hearing, the board or officer then having charge of the laying out of public ways in the City of Boston shall duly determine that the Premises has been abandoned as a structure for the purpose of connecting said buildings and fix a time for its removal, or if at any time the board or officer then having the powers and duties now vested in the Building Commissioner of the City of Boston shall for good cause determine that the Premises is dangerous to life or limb and fix a time for its removal, said licensees, their successors or assigns shall at their own expense remove the Premises within the time fixed as aforesaid.

4. That licensees, their successors and assigns, shall at their sole expense, undertake to maintain such structure in good repair and to make all repairs, renewals, and replacements necessary to that end, and to commence promptly and proceed diligently with any repair or restoration required. Licensees agree that the City shall have no obligation to repair or restore the Premises in any manner or in any circumstance. All repairs, alterations or restoration herein required shall be done in a good and workmanlike manner and in compliance with all applicable laws, ordinances, regulations and orders of governmental authority.

5. That licensees, their successors and assigns, agree to keep access to the Premises open for use by the general public during the hours which the M.B.T.A. is running its trains. It also agrees to keep the passageway therein in use clear and free of snow, ice and other impediments to free, easy safe, secure passage by the general public.

6. The licensees, their successors and assigns, shall after consultation with the street lighting staff of the Department of Public Works (the "Department") install temporary and permanent street and pedestrian lighting and/or suitable obstacle warning signals beneath the Premises, during and after construction of the Premises which are mutually satisfactory to the parties.

7. In the event it is necessary during the construction of the Premises to remove street and sidewalk pavement, the licensees, their successors and assigns, shall repave the street and sidewalks in a manner satisfactory to the Department.

8. The licensees, their successors and assigns, shall coordinate construction schedules for the Premises with the Traffic and Parking Department of the City of Boston so as to minimize interference with the continued orderly flow of traffic during construction.

9. The licensees, their successors and assigns, shall provide reasonable security measures to preserve the safety of the pedestrians using the Premises.

10. The licensees, their successors and assigns, shall during the construction of the Premises, take all reasonable effort to remove construction debris from the traveled way and minimize construction dust in the construction area.

11. The licensees, their successors and assigns, shall, during the construction of the Premises, install temporary enclosures, if necessary, to provide protection for motorists and pedestrians.

12. Any notice, request, consent or other communication which by any provision of this agreement is required, permitted or provided to be given shall be in writing and shall be deemed to have been sufficiently given for all purposes when received after being sent by certified or registered mail, postage charges prepaid to the following parties and addresses:

If to Licensees:

New England Medical Center Hospital
171 Harrison Avenue
Boston, Massachusetts 02111
Attention: Executive Director

Tufts-New England Medical Center, Inc.
171 Harrison Avenue
Boston, Massachusetts 02111
Attention: Administrative Officer

If to City of Boston:

Department of Public Works
Permit Section
City Hall
Boston, Massachusetts 02201

or to such other party and address as any party may specify by like notice.

13. This agreement shall be interpreted according to the law of The Commonwealth of Massachusetts.

14. This agreement shall be binding upon the successors and assigns of the licensees, but no assignment shall be binding on the City of Boston without the written consent of the licensor.

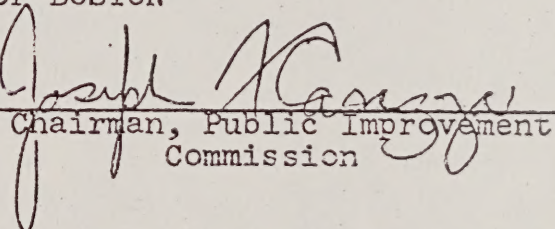
15. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by the licensor and licensees.

IN WITNESS WHEREOF, the parties have duly executed this agreement this day of , 1978.

CITY OF BOSTON

(City of Boston Seal)

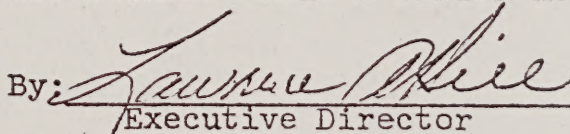
By:


Chairman, Public Improvement
Commission

NEW ENGLAND MEDICAL CENTER HOSPITAL

(New England Medical
Center Hospital Seal)

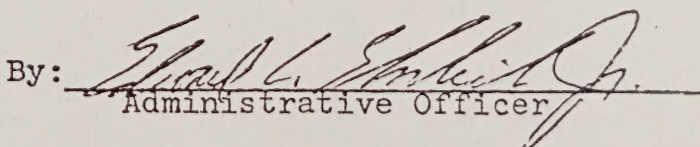
By:


Executive Director

TUFTS-NEW ENGLAND MEDICAL CENTER, INC.

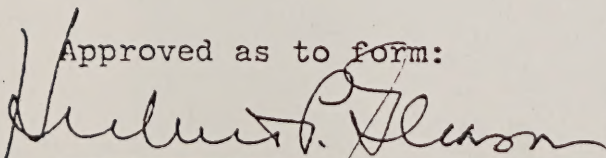
(Tufts-New England
Medical Center, Inc. Seal)

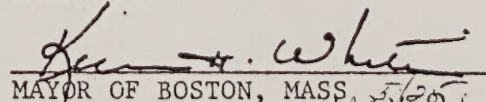
By:


Administrative Officer

APPROVED:

Approved as to form:




MAYOR OF BOSTON, MASS

Corporation Counsel for the City of Boston

MAY 25 1978



